

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

OXFORD GLOBAL RESOURCES,
INC.,

Plaintiff,

v.

BNL TECHNICAL SERVICES, INC.,

Defendant.

NO. CV-09-5086-EFS

**ORDER GRANTING STIPULATIONS
FOR PERMANENT INJUNCTION AND
DISMISSAL OF ACTION**

Before the Court, without oral argument, are the parties' Stipulation for Order Granting Permanent Injunctive Relief (Ct. Rec. [74](#)) and Stipulation for Dismissal (Ct. Rec. [75](#)). The parties have reached a settlement. As a condition of the settlement, the parties agree that the February 3, 2010 entered preliminary injunction should be made permanent. Finding good cause, the Court enters the permanent injunction. The Court makes no finding as to the merit of dismissal.

Accordingly, **IT IS HEREBY ORDERED:**

1. The Stipulation for Order Granting Permanent Injunctive Relief (Ct. Rec. [74](#)) is **GRANTED** as follows:

- a. BNL is prohibited from interfering with Oxford's contractual relationship with ELR, TradeWind, or any

1 other staffing company. The prohibition includes the
2 following conduct:

3 i) Submitting proposals to furnish individuals known by
4 BNL to be Oxford employees, employee consultants,
5 Oxford subcontractors, or Oxford independent
6 contractors to Washington River Protection Solutions
7 ("WRPS") or any other current Oxford client, except
8 pursuant to and in compliance with a written
9 agreement with Oxford; and

10 ii) Furnishing individuals known by BNL to be Oxford
11 employees, employee consultants, subcontractors, or
12 independent contractors to WRPS or any other current
13 Oxford client, except pursuant to and in compliance
14 with an agreement with Oxford.

15 b. BNL is prohibited from interfering with Oxford's
16 contractual relationships with its employees, employee
17 consultants, subcontractors, and independent contractors.
18 The prohibition includes the following conduct:

19 i) Contacting, directly or indirectly, any individual
20 known by BNL to be an Oxford employee, employee
21 consultants, any Oxford subcontractors, or any
22 Oxford independent contractors, except pursuant to
23 and in compliance with a written agreement with
24 Oxford;

25 ii) Employing or attempting to employ, or contracting
26 with or attempting to contract with, directly or

1 indirectly, any individual known by BNL to be an
2 Oxford employee, employee consultants, any Oxford
3 subcontractors, or any Oxford independent
4 contractors, except pursuant to and in compliance
5 with an agreement with Oxford.

6 2. The Stipulation for Dismissal (Ct. Rec. [75](#)) is **GRANTED** as
7 follows:

- 8 a. This action is dismissed with prejudice, without an award
9 of fees or costs to any party.
10 b. All pending dates and deadlines are **STRICKEN**.
11 c. This file shall be **CLOSED**.

12 **IT IS SO ORDERED.** The District Court Executive is directed to enter
13 this Order and provide copies to counsel.

14 **DATED** this 2nd day of August 2010.

15
16 S/ Edward F. Shea
17 EDWARD F. SHEA
United States District Judge

18 Q:\Civil\2009\5086.PI.stip.dism.wpd
19
20
21
22
23
24
25
26